

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED,	PAGE OF PAGES
	DTFAWN-12-R-00118	NEGOTIATED (RFO)	June,29, 2012	1 of 50

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO. N/A
7. ISSUED BY <b>DOT/FEDERAL AVIATION ADMINISTRATION ACQUISITION MANAGEMENT BRANCH - ANM 52 1601 LIND AVE SW RENTON, WA 98057</b>		8. ADDRESS OFFER TO <b>FEDERAL AVIATION ADMINISTRATION ATTN: DARREN ODEGARD ANM-52 1601 LIND AVE SW RENTON, WA 98057</b>
9. FOR INFORMATION CALL:	A. NAME DARREN ODEGARD	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 425-227-1551

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, Identifying no., date)*:

Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary to design and build an access stair for the ASDE at the Denver International Airport (DIA), in accordance with the specifications and contract clauses, and applicable wage rates.

11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>90</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable.	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  14
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>one (1)</u> copies to perform the work required are due at the place specified in Item 8 by 4:00 PM <i>(hour) local time</i> <u>7/23/2012</u> <i>(date)</i> : Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>	15. TELEPHONE NO. <i>(Include area code)</i>
	16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>

CODE	FACILITY CODE
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17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. *(Offerors providing less than the calendar days indicated here for Government acceptance after the date offers are due will not be considered and offer will be rejected.)*

AMOUNTS ➡	Materials \$ _____	Labor \$ _____	Total \$ _____
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18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS**  
*(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each.)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> ➡	25. RESERVED.
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consist of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>
30B. SIGNATURE	31B. UNITED STATES OF AMERICA BY
30C. DATE	31C. AWARD DATE

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

**B001. PRICES/COSTS:** Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary to design and build an access stair for the ASDE at DIA, in accordance with the specifications and contract clauses, and applicable wage rates.

<u>Contract Line Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Total</u>
001	Design of Access Stair for DIA ASDE.	1 Job	\$ _____
002	Construction of Access Stair for the DIA ASDE	1 JOB	\$ _____
		Total	\$ _____

All Contract Line Items shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

*Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are four of these laws.*

**B002. FAA INSURANCE REQUIREMENTS:** Worker's compensation and employer's liability.

a. The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance:

<u>Type</u>	<u>Amount</u>
<u>Automobile Liability</u>	
Bodily Injury Liability	\$ 200,000 per person \$ 500,000 per occurrence
Property Damage	\$ 200,000 per occurrence

Comprehensive General Liability

Bodily Injury \$ 500,000 per occurrence

Workers' Compensation and Employers' Liability

Workers' Compensation and occupational Disease Statutory, but see below

Employer's Liability \$100,000.00

**B003. SMALL BUSINESS.** This procurement is being set aside exclusively for competition among Small Business Concerns, Small businesses competing for this acquisition shall certify their status on the Business Declaration form inserted following Part IV, Section K. SBA 8(a) and Service Disabled Veteran Owned Small Businesses are encouraged to submit an offer. The applicable North American Industry Classification System (NAICS) code for this project is **238120: Structural Steel Erecting or Iron Work Contractors with a size standard of \$14 million.**

**B004. PERIOD OF PERFORMANCE.** Work is expected to start on August 6, 2012, and be completed by Monday November 6, 2012. 90 calendar days.

**B005. SITE VISIT.** There will be a MANDATORY site visit on Monday July 9<sup>th</sup> at 9AM. Contact Richard Silva at 303-342-1405 to make arrangements.

**THE ESTIMATED PRICE RANGE FOR THIS PROJECT IS BETWEEN \$100,000 AND \$500,000  
DAVIS BACON WAGE RATES APPLY - SEE SECTION "J".**

**OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES.**

**FAXED PROPOSALS ARE NOT ACCEPTABLE.**

**SUBMIT OFFERS TO: SEE SECTION "L"**

**PROPOSALS ARE DUE NO LATER THAN 4:00 PM LOCAL TIME, ON JULY 23<sup>rd</sup>, 2012.  
THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND  
RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS!**

**PART I - SECTION C**  
**SCOPE OF WORK**

**DEN ASDE ELEVATOR**

**SUMMARY OF WORK**

**1.0 GENERAL**

**1.1 SCOPE**

The selected Contractor shall furnish all design, labor, product, equipment, materials, and supervision for design build the DEN ASDE galvanize structure stair at DEN International Airport, Colorado.

Prior to "construction," all of the design, equipment and material shall be reviewed and accepted by a FAA representative.

The following items are a summary of the project and are provided solely for the purpose of describing the general nature of the work. The Contractor is responsible for accomplishing all items of work identified in the applicable drawings, specifications, and provisions of the contract:

**A. General**

1. The DEN ASDE is an active operational facility, which runs 24 hours a day, 7 days a week.
2. All work shall be coordinated with the FAA and be accomplished on a "Not to interfere with FAA operations" basis.
3. Construction material shall be stored only in FAA approved areas.
4. Construction staging shall be allowed only in the FAA approved areas.
5. ***The Contractor shall provide all temporary services required for construction.***
6. The Contractor shall clean up and restore the site grounds to its original condition after the work has been performed.

**B. Design Built**

The following information should be considered for the project:

Approximately 15ft x 15ft x 2ft 3000 psi reinforce concrete foundation right next to the existing ASDE elevator to support approximately 40000-50000lbs stand-alone hot dipped galvanized stair structure or the combination of steel structure with power coat weatherproofing and hot dipped galvanized stair.

Concrete foundation will be supported by 4 helical piers drilled into bed rock and to be installed by manufacture's certified installer and recommendations or 4 – 1ft diameter concrete piers or 4 – 3 ft diameter piers without foundation to support stair structure base on geotechnical / soil report.

Approximately 70ft stand-alone hot dipped galvanized structure with 36 inch wide and 180 turn application stair with landing, railings, handrails to match with the existing ASDE structure or the combination of steel structure with power coat weatherproofing and hot dipped galvanized stair.

The stair will have a landing at 20 ft and 70 ft for the operator to walk into the existing ASDE 8ft-5in x 4ft-5in landing platform. At 20 ft level, the contractor will install approximately 8ft-5in x 4ft-5in new landing platform to match with 8ft-5in x 4ft-5in existing landing and hand rails to match with the existing landing platform. The stair will have a 5 ft rise maximum and shall comply with OSHA requirements.

Hot-dipped galvanized stair should have diamond grip treads for optimal traction and is open to allow water and snow to pass through.

A 2 - 2 ft gate will be open in the middle of the 8ft-5in railing to access tool basket when hoist is operated at 20ft and 70ft level.

Stair, railings, handrails and fall protection anchor for operator while operating the hoist shall comply with OSHA requirements.

Lighting and grounding protection for stair structure shall comply with FAA Standard 019e.

The 7 ft industrial hoist will have at least 1500lbs lifting capacity at 20 ft landing and 70 ft landing and will be set up to run on a 120V or 208V power. The hoist at 20 ft and 70 ft will have their own remote control right at 20 ft and 70 ft level for operator. The third remote control will be installed at the ground level to operate the hoist at 20 ft and 70 ft as well. The hoist will have a permanent greased lubrication system to provide trouble free service and a power coated exterior finish to stand up to the element. The hoist will be housed in a ventilation steel box to provide additional weather protection.

Electrical for hoist shall comply with the latest NEC and the latest revision of FAA specification FAA-C-1217f, "Electrical Work, Interior".

Geotechnical / Soil report is required for the foundation design with helical piers, or 4 – 1ft diameter concrete piers or 4 – 3 ft diameter piers without foundation. Engineering calculations, structure stair designs and drawings are required for FAA review and approval prior to the construction.

As-built drawing shall be delivered to FAA after the project is done.

**Note: A job walk is required to verify all dimensions and other criteria prior to bid. The contractor is responsible for verifying all existing utility and power cables prior to foundation excavation.**

#### Electrical, Lighting and grounding

1. All electrical work shall comply with the latest revision of FAA specification FAA-C-1217f, "Electrical Work, Interior".
2. All equipment grounding shall comply with the latest revision of FAA standard FAA-STD-019e, "Lightning Protection, Grounding, Bonding and Shielding Requirements for Facilities".
3. All bonds shall be exothermic welds or FAA approved pressure connections.

#### Testing and Balancing

1. Perform an operational check of all newly installed equipment.
2. Clean up and restore the site grounds to its original condition after the work has been performed.

## **1.2 APPLICABLE DOCUMENTS**

**A. Applicable Documents - All FAA, Military, Federal, and industrial codes or standards, specifications, and contract drawings referenced in this and the following divisions form a part of this specification and are applicable only to the extent they were used as a basis of this design. All references to codes, standards, specifications, and construction drawings refer to the latest editions (and any supplements) in effect on the date of the contract.**

**B. Applicable Publications - The publications listed below form a part of this specification to the extent referenced. The publications are referenced to in the text by basic designation only.**

1. Code of Federal Regulations (CFR):
  - a. OSHA General Industry Safety and Health Standards (29 CFR 1910), OSHA Construction Industry Standards (29 CFR 1926). OSHA 2202 is a condensed version of 29 CFR 1926. Each is for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402.
  - b. National Emission Standards for Hazardous Air Pollutants (40 Cfr, Part 61).
2. Federal Standard (313A): Preparation and the Submission of Material Safety Data Sheets.
3. FAA Specification 1217f: Electrical Work, Interior.
4. FAA Standard 019e: Lightning and Surge Protection, Grounding, Bonding, and Shielding Requirements for Facilities and Electronic Equipment.

### **1.3 DEFINITIONS**

- A. Federal Aviation Administration (FAA)** - The terms "Federal Aviation Administration" (FAA) and "government" as used herein denotes the "owner".
- B. Project Engineer (PE)** - The term "Project Engineer (PE)" as used herein denotes the "Government's representative".
- C. Contracting Officer (CO)** - The term "Contracting Officer" (CO) as used herein denotes the person designated to act for the Government in the performance of this contract, and is the only person who is authorized to make changes on the contract.
- D. Resident Engineer (RE)** - The term "Resident Engineer" (RE) as used herein denotes the representative of the Contracting Officer at the job site. The term is synonymous with the FAA terms "Contracting Officer's Technical Representative" (COTR).
- E. Contractor and Subcontractor** - The term "Contractor" as used herein denotes the firm who will perform and complete the work required by the Contract. The term "subcontractor" as used herein denotes the person or firm retained by the Contractor to perform a particular unit of work required by the Contractor. Subcontractors shall be required to meet all specifications required of the Contractor.

### **1.4 CONSTRUCTION CONDITIONS**

- A. Pre-construction Conference** - The Contractor shall attend a pre-construction conference at the time and location specified by the PE / RE. Requirements for material disposal, security and safety will be discussed. Use of facility restrooms, water, and power will also be discussed. Compliance with these procedures while on site is mandatory.
- B. Submittals** - Samples, certificates, reports, catalog cuts, letters, shop drawings, maintenance and operations manuals, etc. required shall be submitted to the PE / RE with a copy to CO.
- C. Conflict Resolution** - The Contractor shall meet standards, specifications, and drawings as specified herein. The specifications and drawings shall rule in all cases. Specifications shall govern over drawings. If any conflict should exist between site drawings (location-specific drawings) and standard drawings (drawings not referring to a particular location), the site drawings shall govern. In the event of dimensional discrepancies or omissions, the Contractor shall field verify and correct the information, and notify the PE / RE and CO. No work shall be done until agreement has been made with the CO.

#### **D. Inspection**

1. Access for Inspection - The Contractor shall allow the PE / RE complete access to all portions of the work. Portions of the work buried, enclosed, or disguised, shall be inspected by the RE before being obscured by the next operation of the Contractor. In all cases, the PE / RE shall be informed accordingly and given access to the work. Work obscured before inspection and acceptance by the PE / RE, may, at the option of the PE / RE be opened for inspection at no additional cost to Government.

The PE / RE will inspect all work in progress up to completion and final Contractor's Acceptance Inspection (CAI) including all materials, tools, and equipment. Such inspection may extend to all or a part of the work for the preparation, fabrication or manufacture of the materials to be used. The PE / RE will notify the Contractor of any non-compliance with the contract specifications and/or drawings, and may reject workmanship or materials accordingly.

2. Contractor's Acceptance Inspection (CAI) - After substantial completion of all the Contractor's work, a CAI will be conducted between the Contractor and Government. The PE / RE will review the contract documents and verify that the Contractor has completed all required work. If work remains to be completed, an itemized list will be prepared, and the contractor at no additional cost to the Government shall complete the remaining tasks correctly. A Joint Acceptance Inspection (JAI) requires FAA personnel to be present. It may be held concurrently with the CAI.

**E. Project Coordination** - The Contractor shall be required to coordinate his/her construction activities with the FAA through the PE / RE. All work which affects the facility shall be coordinated and approved by FAA personnel through the PE / RE at least twenty-four (24) hours in advance of the scheduled work. Failure to notify and obtain the necessary approval may result in a rescheduling of the work. If weather conditions or aircraft operations preclude a scheduled shutdown of an existing FAA facility, the Contractor shall reschedule the work. The Contractor will be required to coordinate all power shutdowns of existing facilities with the FAA, through the PE / RE, twenty-four (24) hours in advance. Each shutdown shall be limited and off-peak hours shall be required for testing or power shutdowns, with the facility placed back in service at the end of the workday, or as stipulated by the FAA.

**F. Layout of Work** - The Contractor shall field verify measurements and work from the established base lines and bench marks indicated on the drawings and shall be responsible for all measurements in connection therewith. The Contractor shall furnish, at his/her own expense, all stakes, templates, platforms, equipment, tools, materials, and labor as may be required in laying out any part of the work from the base lines and bench marks previously established. The Contractor will be held responsible for the execution of the work as detailed in the plans and specifications. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks previously established until authorized to remove them.

**G. Permits, Inspection, Licenses, Certificates** - The Contractor shall obtain and pay fees for permits, inspections, licenses, or certificates required by Federal, State and City/Town officials as necessary to perform the work, prior to starting construction, and in a timely manner to avoid delays in starting the job. The Contractor shall submit evidence that they have obtained all required permits, inspections, licenses, and/or certificates.

**H. Compliance with Local and Other Codes** - The Contractor shall comply with local and other codes and standards. Where the requirements of the specifications and drawings exceed those of the local or other codes, the Contractor shall comply with the requirements of the specifications and drawings.

**I. Stop Work Orders** - When the Contractor or subcontractors are notified by the CO of any non-compliance with the provisions of the contract and the action(s) to be taken, the Contractor shall correct the unsafe or unhealthy condition. Life threatening or other serious violations shall be corrected immediately.



Non-serious violations shall be corrected within 24 hours of the non-compliance notice. The CO may stop the work with a "stop work order" if the Contractor fails to comply promptly with all or any part of the work being performed. When satisfactory corrective action has been taken to correct the unsafe and unhealthy condition, the Contractor may resume work when approved by the CO. The Contractor shall not be allowed any extension of time or compensation for damages by reason of or in connection with such work stoppage.

**J. Protection of Existing Vegetation, Improvements and Structures** - The Contractor shall take all precautions necessary to protect the existing facilities, equipment, buildings, foundations, vegetation, etc., during construction. Any areas damaged by the Contractor or any subcontractors, shall be repaired or replaced to their original conditions by the Contractor at no additional cost to the government. Repairs shall be approved by the RE and shall match to original finish. The Contractor shall provide all temporary covers, enclosures, barricades, etc., required to protect the existing facilities.

#### **K. Schedules**

1. **Schedule** - The Contractor shall, within ten (10) calendar days from date of award of contract, submit to the CO for approval a practical project schedule. The schedule shall show the order in which the Contractor proposes to carry out the work, the date on which he/she will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates for completing the work. The schedule shall be in the form of a progress chart of suitable scale to indicate the approximate percentage of work scheduled for completion at any time. The Contractor shall enter on the chart the actual progress at such intervals as directed by the CO. The project schedule shall include a milestone schedule for payments. The milestones should be stated with requested reimbursement for each milestone (based upon actual costs, overhead and profit).
2. **Progress Schedule** - The Contractor, if requested by the CO, shall submit a progress schedule at such intervals as directed by the CO. If the Contractor fails to submit a progress schedule within three (3) business days, the CO may withhold approval of progress payment estimates until the Contractor submits the required progress schedule.
3. **Hours of Work** – Shall be approved by the PE / RE, all work shall be accomplished during normal business hours specified by the PE / RE. No work is allowed on weekends and Federal holidays unless approved by the PE / RE in writing.

**L. Site Access** - Access to the site will be via a pre-determined route identified and agreed upon at the pre-construction conference.

**M. Special Permits** - The Contractor shall obtain and submit evidence of all necessary permits for the work. The Contractor shall abide by all requirements dictated by the city, state, federal, airport authority or municipality for such permits without any additional cost to the government.

**N. Waste Disposal** - The Contractor shall provide on-site containers for the collection of construction waste materials, debris and rubbish and their daily removal from the site. Any spillage on access and haul routes shall be cleaned up immediately. All spoil, waste and debris removed from the work site and not specified for reuse or identified as salvageable items, or identified as contaminated contents shall be disposed of off site in areas authorized by the applicable County, State and/or Local agencies and in accordance with current rules and regulations governing the disposal of such waste. The Contractor, at no additional cost to the government, shall pay disposal fees and miscellaneous charges. Copies of all documentation of the disposal of any fuel or hazardous wastes will be submitted to the PE / RE.

**O. Cleanup** - The work site shall be kept clean and orderly during the progress of work. After final inspection, but before final acceptance of the work, all exterior surfaces of the equipment shall be cleaned of dirt, mud, or oil accumulations. All debris shall be removed from the general site area.

**P. O & M** - Upon completion of the facility modifications, the Contractor shall provide operation and maintenance instructions for all new equipment. This information will then be retained by the PE / RE (and the FAA) and used to reflect the as-constructed conditions.

**Q. Warranties** - Documentation for the warranties shall be provided to the government upon completion of the project.

## **1.5 SAFETY**

OSHA and FAA safety standards will be enforced. In keeping with such standards, the Contractor shall, at a minimum, provide:

- A. Safety Plan** - The Contractor shall have and submit a Safety Plan with the purpose of maintaining a safe working environment for construction workers employed on site. The safety plan shall require a statement that the current Occupation Safety and Health Act (OSHA) regulations on safety in the construction industry, OSHA Title 29, Part 1910 and Part 1926, as well as FAA safety regulations are followed. The plan will be used by the PE / RE to insure that the work is accomplished in accordance with accepted safety practices.
- B. Trained Personnel** - Personnel shall be properly trained in the usage of all equipment for which they will be required to use during the Contract. The PE / RE may request documentation or other evidence of training at any time. Personnel without adequate training will be prohibited from using such equipment.
- C. Lock Out / Tag Out** – The Contractor shall employ and detail lock-out / tag-out procedures to employees working with and around electrical systems. When accessing an electrical panel, a FAA technician must be present prior to interrupting and energizing the breakers.
- D. Material Safety Data Sheets** - The Contractor shall have Material Safety Data Sheets (MSDS) conforming to Federal Standard 313A, written by the manufacturer, for all materials containing chemicals or other substances which may pose a hazard. One (1) copy of each MSDS shall be submitted to the RE and one (1) copy of each MSDS shall be kept on file at the job site at all times. The Contractor and subcontractors will be prohibited from handling any material which does not have an applicable MSDS on file at the site until such MSDS arrives on site.
- E. Safety Equipment** - The Contractor shall provide safety equipment including, but not limited to, a Red Cross approved First-Aid kit and the appropriate number of annually inspected, charged fire extinguishers with the proper NFPA rating.
- F. HAZCOM Program** - The Contractor shall have a hazard communications (HAZCOM) program. The Contractor and each subcontractor shall submit a copy of their HAZCOM program as well as a copy of their current OSHA 200 form, if requested.
- G. Work Practices** - Although OSHA regulations and the Contractor's Safety Plan will usually apply, the RE may consider certain work practices to be unsafe in accordance with Public Law 91-596, Part 5a and 5b. The RE may stop any operation which is in violation of the OSHA standards or fails to comply with the safety plan or other safe work practices.
- H. Designated Foreman** - When any construction activity is conducted at the site, the presence of a designated, competent contractor's foreman is required at the job site. The foreman must be qualified

and capable of organizing and coordinating all activities of the Contractor and his subcontractors, and keeping a safe job site.

- I. Work Force** - The Contractor shall at all times, when construction activities are conducted, have a substantial number of workers for each task to proceed expeditiously and without generating delay, for lack of man-power.

## **2.0 CONTRACTOR-FURNISHED MATERIAL AND EQUIPMENT**

### **2.1 MATERIAL DELIVERIES**

All material deliveries made under this contract shall be arranged for delivery to the Contractor's material staging area. This area shall be located as determined at the pre-construction conference.

### **2.2 STORAGE AND PROTECTION**

The Contractor, through the PE / RE, shall secure from FAA all necessary clearances for storage areas on site, including any time limitations upon the use of such areas. The storage and protection of Contractor material shall be the sole responsibility of the Contractor. The Contractor shall provide at his/her own expense all fencing, shelters and security personnel as may be necessary for the protection of the material and equipment.

### **2.3 PERTINENT INFORMATION**

Any pertinent information listed about the contractor-furnished material and equipment shall be submitted to the PE / RE.

## **3.0 EXECUTION**

### **3.1 WORK SEQUENCE**

General: The Facility is an active operational facility, which runs 24 hours a day, 7 days a week; therefore, all work shall be coordinated and accomplished on a "Not to interfere with FAA operations" basis.

## **A. Design Built**

The following information should be considered for the project:

Approximately 15ft x 15ft x 2ft 3000 psi reinforce concrete foundation right next to the existing ASDE elevator to support approximately 40000-50000lbs stand-alone hot dipped galvanized stair structure or the combination of steel structure with power coat weatherproofing and hot dipped galvanized stair.

Concrete foundation will be supported by 4 helical piers drilled into bed rock and to be installed by manufacture's certified installer and recommendations or 4 – 1ft diameter concrete piers or 4 – 3 ft diameter piers without foundation to support stair structure base on geotechnical / soil report.

Approximately 70ft stand-alone hot dipped galvanized structure with 36 inch wide and 180 turn application stair with landing, railings, handrails to match with the existing ASDE structure or the combination of steel structure with power coat weatherproofing and hot dipped galvanized stair.

The stair will have a landing at 20 ft and 70 ft for the operator to walk into the existing ASDE 8ft-5in x 4ft-5in landing platform. At 20 ft level, the contractor will install approximately 8ft-5in x 4ft-5in new landing platform to match with 8ft-5in x 4ft-5in existing landing and hand rails to match with the existing landing platform. The stair will have a 5 ft rise maximum and shall comply with OSHA requirements.

Hot-dipped galvanized stair should have diamond grip treads for optimal traction and is open to allow water and snow to pass through.

A 2 - 2 ft gate will be open in the middle of the 8ft-5in railing to access tool basket when hoist is operated at 20ft and 70ft level.

Stair, railings, handrails and fall protection anchor for operator while operating the hoist shall comply with OSHA requirements.

Lighting and grounding protection for stair structure shall comply with FAA Standard 019e.

The 7 ft industrial hoist will have at least 1500lbs lifting capacity at 20 ft landing and 70 ft landing and will be set up to run on a 120V or 208V power. The hoist at 20 ft and 70 ft will have their own remote control right at 20 ft and 70 ft level for operator. The third remote control will be installed at the ground level to operate the hoist at 20 ft and 70 ft as well. The hoist will have a permanent greased lubrication system to provide trouble free service and a power coated exterior finish to stand up to the element. The hoist will be housed in a ventilation steel box to provide additional weather protection.

Electrical for hoist shall comply with the latest NEC and the latest revision of FAA specification FAA-C-1217f, "Electrical Work, Interior".

Geotechnical / Soil report is required for the foundation design with helical piers, or 4 – 1ft diameter concrete piers or 4 – 3 ft diameter piers without foundation. Engineering calculations, structure stair designs and drawings are required for FAA review and approval prior to the construction.

As-built drawing shall be delivered to FAA after the project is done.

**Note: A job walk is required to verify all dimensions and other criteria prior to bid. The contractor is responsible for verifying all existing utility and power cables prior to foundation excavation.**

**A. Testing, Balancing, Patchwork, and Clean-up**

- 1. *Perform an operational check of all newly installed equipment.***
- 2. *Clean up and restore the site grounds to its original condition after the work has been performed.***

**3.2 CONTRACTOR USE OF PREMISES**

**A. Use of the Site** - Do not disturb portions of the site beyond the areas in which work is required.

**B. Driveways and Entrances:** Keep driveways and entrances serving the premises clear and available to the Government, the Government's employees, and emergency vehicles at all time. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

**C. Use of the Existing Building** - Maintain the existing building in a watertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building during the construction period.

**END OF SECTION**

**PART I - SECTION D**  
**PACKAGING AND MARKING**

N/A

## PART I - SECTION E

### INSPECTION AND ACCEPTANCE

### **3.1-1** **Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>.

(End of clause)

### 3.10.4-10 Inspection of Construction (September 2009)

**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**3.1-1       Clauses and Provisions Incorporated by reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>.

(End of clause)

**3.10.1-11   Government Delay of Work** (April 1996)

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

### 3.1-1 **Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>.

(End of clause)

### 3.10.1-23 Contracting Officer's Representative-Construction Contracts (April 2012)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Representatives (CORs). The Contracting Officer will provide written notice of COR appointment(s), setting forth the authorities and limitations, to the Contractor within \_\_\_\_ calendar days prior to the notice to proceed. COR duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;

(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;

(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and

(4) final acceptance under the contract.

(End of clause)

## G001. Correspondence

Proper routing and distribution of correspondence is required to insure that the Contracting Officer has knowledge of pertinent action taken relating to the contract. The Contractor shall furnish to the contracting Officer copies of ALL written correspondence provided to the Contracting Officer's Technical Representative (COTR), including transmittal letters. Submittals accompanying transmittal letter to the CORT shall not be forwarded to the Contracting Officer.

Federal Aviation Administration  
Western Logistic Service Area  
ATTN: Darren Odegard ANM-52  
1601 Lind Avenue, S.W.  
Renton, Washington 98057-3356



## **G002. Invoice Submission**

The Contractor shall submit certified request for payment(s), along with payrolls, to the COR for verification; who will forward to the Contracting Officer.

## **G003. Subcontract Acknowledgement**

Within ten (10) calendar days after contract award of any tier subcontract for performance or work at the construction site, the contractor shall deliver to the Contracting Officer an executed **SF 1413, Statement and Acknowledgement** form by which the contractor and the subcontractor acknowledges that the labor standard clauses of this contract have been included in the subcontract and in any lower tier subcontract awarded by her/him for work under this contract (**also reference contract clause 3.6.2-22 Subcontracts (Labor standards)**). The Contracting Officer shall furnish copies of the form to the contractor. Nothing contained in this contract shall create any contractual relation between a subcontractor and the Government.

## **G004. Bond Requirement:**

A proposal guarantee is not required under this contract; however, performance and payment bonds are required and shall be submitted within ten (10) calendar days of written notice of contract award. The penal sum of performance and payment bonds are as follows:

- a. The contractor is required to submit a bid bond in a penal amount equal to 100 percent of the contract price within the time stated above.
- b. The contractor is required to submit a performance bond in a penal amount equal to 100 percent of the contract price within the time stated above.
- c. The contractor is required to submit a payment bond in the penal amount set forth below within the time stated above.
  1. 50 percent of the contract price if the contract price is not more than \$1 million;
  2. 40 percent of the contract price if the contract price is more than \$1 million, but not more than \$5 million; or
  3. \$2.5 million if the contract price is more than \$5 million.

The bond must be executed on the forms attached to this SIR, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.

**PART I - SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**3.8.2-17 Key Personnel and Facilities (July 1996)**

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

**Contractor's On-Site Superintendent**

(End of clause)

**H001. Clean Up**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

**H002. FAA Facility Regulations**

Contractor personnel, including employees of subcontractors, suppliers, etc., working on or visiting an FAA facility shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

**H003. Applicable Minimum Hourly Rates of Wage**

(a) The wage determination decision of the Secretary of Labor in this contract specifies the minimum hourly rates of wages which shall be paid to laborers and mechanics employed or working upon the site of the work. These rates have been determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, as amended, to be the prevailing rates for the corresponding classes of laborers employed on contracts of a similar character in the locality where this work is to be performed.

(b) While the wage rates given in the decision are the minimum rates required to be paid during the life of the contract, it is the responsibility of bidders to inform themselves as to local labor conditions such as the prevailing wage rates, the length of the work day and work week, overtime compensation fringe benefit payments, available labor supply, and prospective changes or adjustment to wage rates. The contractor shall abide by and conform to all applicable laws, Executive Orders, and rules, regulations and orders of the Secretary of Labor. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed in the contract wage determination decision.

(c) The wage determination decision of the Secretary of Labor in the contract is solely for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the contract is not to be accepted as a guarantee, warranty or representation as the wage rates indicated.

**NOTE:** THE DAVIS-BACON ACT IS APPLICABLE (SEE CONTRACT CLAUSES). REFERENCE THE ATTACHED **GENERAL WAGE DECISION NO. CO120004 06/01/2012 FOR THE PREVAILING WAGES IN THE STATE OF COLORADO (SEE SECTION "J")**. THIS WAGE DECISION IS HEREBY INCORPORATED INTO THIS SCREENING INFORMATION REQUEST (SIR) AND WILL BE A PART OF ANY RESULTANT CONTRACT.

#### **H005. Material Submittals**

See the Specifications for required submittals.

#### **H006. Warranty**

The warranty provisions of FAA AMS clause **3.10.1-20 Warranty-Construction** are hereby incorporated into the subject contract as presenting the minimum period of coverage and terms under the contract. This minimum coverage period does NOT represent the extended warranty period applicable and required for certain items and deliverables as covered in the specifications. For example, the contractual warranty period for membrane roofing is fifteen (15) years. In the event of any discrepancy between warranty coverage as set forth in the specifications and the warranty provisions of the above referenced clause, under no circumstances shall the warranty period be interpreted to be less than one (1) year, not the rights and remedies available to the government be any less than as provided by FAA AMS clause 3.10.1-20.

## **PART II - SECTION I**

### **CONTRACT CLAUSES**

#### **3.1-1                      Clauses and Provisions Incorporated by reference (July 2011)**

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<http://conwrite.faa.gov>.

(End of clause)

<b>3.1.7-2</b>	<b>Organizational Conflicts of Interest</b> (August 1997)
<b>3.2.2.3-33</b>	<b>Order of Precedence</b> (March 2009)
<b>3.2.2.3-42</b>	<b>Differing Site Conditions</b> (July 2004)
<b>3.2.2.3-43</b>	<b>Site Investigation and Conditions Affecting the Work</b> (July 2004)
<b>3.2.2.3-45</b>	<b>Material and Workmanship</b> (July 2004)
<b>3.2.2.3-46</b>	<b>Supervising the Contract Work</b> (July 2004)
<b>3.2.2.3-47</b>	<b>Permits and Responsibilities</b> (July 2004)
<b>3.2.2.3-49</b>	<b>Protecting Existing Vegetation, Structures, Equipment, Utilities, and</b>
<b>Improvements</b> (July 2004)	
<b>3.2.2.3-50</b>	<b>Property Protection</b> (March 2009)
<b>3.2.2.3-51</b>	<b>Operations and Storage Areas</b> (April 2012)
<b>3.2.2.3-53</b>	<b>Cleaning Up and Roadway Maintenance</b> (July 2004)
<b>3.2.2.3-54</b>	<b>Preventing Accidents</b> (July 2004)
<b>3.2.2.3-60</b>	<b>Specifications, Drawings, and Material Offers</b> (March 2009)
<b>3.2.2.3-61</b>	<b>Responsibility of the Architect-Engineer Contractor</b> (July 2004)
<b>3.2.2.3-68</b>	<b>Safety and Health</b> (July 2004)
<b>3.2.2.7-6</b>	<b>Protecting the Government's Interest when Subcontracting with Contractors</b>
<b>Debarred, Suspended, or</b>	<b>Proposed for Debarment</b> (April 2011)
<b>3.2.2.7-8</b>	<b>Disclosure of Team Arrangements</b> (April 2008)
<b>3.2.5-1</b>	<b>Officials Not to Benefit</b> (April 1996)
<b>3.2.5-3</b>	<b>Gratuities or Gifts</b> (January 1999)
<b>3.2.5-4</b>	<b>Contingent Fees</b> (October 1996)
<b>3.2.5-5</b>	<b>Anti-Kickback Procedures</b> (October 2010)
<b>3.2.5-8</b>	<b>Whistleblower Protection for Contractor Employees</b> (April 1996)
<b>3.3.1-2</b>	<b>Payments under Fixed-Price Construction Contracts</b> (April 1996)
<b>3.3.1-3</b>	<b>Payments under Fixed-Price Architect-Engineer Contracts</b> (April 1996)
<b>3.3.1-10</b>	<b>Availability of Funds</b> (May 1997)
<b>3.3.1-15</b>	<b>Assignment of Claims</b> (April 1996)
<b>3.3.1-17</b>	<b>Prompt Payment</b> (April 2012)
<b>3.3.1-18</b>	<b>Prompt Payment for Fixed-Price Architect-Engineer Contracts</b> (April 2012)
<b>3.3.1-19</b>	<b>Prompt Payment for Construction Contracts</b> (September 2009)
<b>3.3.1-34</b>	<b>Payment by Electronic Funds Transfer- Central Contractor Registration</b> (March
2009)	
<b>3.3.2-1</b>	<b>FAA Cost Principles</b> (October 1996)
<b>3.4.1-4</b>	<b>Performance Bond Requirements</b> (October 2010)
<b>3.4.1-5</b>	<b>Payment Bond Requirements</b> (April 1996)
<b>3.4.1-6</b>	<b>Additional Bond Security</b> (April 1996)
<b>3.4.1-7</b>	<b>Notice to Proceed</b> (April 1996)
<b>3.4.1-10</b>	<b>Insurance - Work on a Government Installation</b> (July 1996)
<b>3.4.1-12</b>	<b>Insurance</b> (July 1996)
<b>3.4.1-13</b>	<b>Errors and Omissions</b> (July 1996)
<b>3.4.2-8</b>	<b>Federal, State, and Local Taxes - Fixed Price Contract</b> (April 1996)
<b>3.5-4</b>	<b>Patent Indemnity - Construction Contracts</b> (January 2009)

<b>3.6.1-2</b>	<b>Notice of Very Small Business Set-Aside</b> (July 2006)
<b>3.6.1-3</b>	<b>Utilization of Small, Small Disadvantaged and Women-Owned, and</b>
<b>Service-Disabled Veteran Owned Small Business Concerns</b> (March 2009)	
<b>3.6.1-7</b>	<b>Limitations on Subcontracting</b> (October 2011)
<b>3.6.2-1</b>	<b>Contract Work Hours and Safety Standards Act-Overtime Compensation</b> (January
2012)	
<b>3.6.2-2</b>	<b>Convict Labor</b> (April 1996)
<b>3.6.2-9</b>	<b>Equal Opportunity</b> (August 1998)
<b>3.6.2-18</b>	<b>Davis Bacon Act</b> (October 2010)
<b>3.6.2-19</b>	<b>Withholding-Labor Violations</b> (April 1996)
<b>3.6.2-20</b>	<b>Payrolls and Basic Records</b> (April 2011)
<b>3.6.2-21</b>	<b>Apprentices, Trainees, and Helpers</b> (October 2010)
<b>3.6.2-22</b>	<b>Subcontracts (Labor Standards)</b> (October 2010)
<b>3.6.2-23</b>	<b>Certification of Eligibility</b> (April 1996)
<b>3.6.2-28</b>	<b>Service Contract Act of 1965, as Amended</b> (October 2010)
<b>3.6.2-35</b>	<b>Prevention of Sexual Harassment</b> (August 1998)
<b>3.6.2-39</b>	<b>Trafficking in Persons</b> (January 2008)
<b>3.6.3-3</b>	<b>Hazardous Material Identification and Material Safety Data</b> (April 2009)
<b>3.6.3-13</b>	<b>Recycle Content and Environmentally Preferable Products</b> (April 2009)
<b>3.6.3-14</b>	<b>Use Of Environmentally Preferable Products</b> (April 2009)
<b>3.6.3-16</b>	<b>Drug Free Workplace</b> (March 2009)
<b>3.6.4-5</b>	<b>Buy American - Steel and Manufactured Products</b> (July 2010)
<b>3.6.4-10</b>	<b>Restrictions on Certain Foreign Purchases</b> (January 2010)
<b>3.9.1-1</b>	<b>Contract Disputes</b> (October 2011)
<b>3.9.1-2</b>	<b>Protest After Award</b> (August 1997)
<b>3.10.1-7</b>	<b>Bankruptcy</b> (April 1996)
<b>3.10.1-8</b>	<b>Suspension of Work</b> (September 1998)
<b>3.10.1-12</b>	<b>Changes - Fixed-Price</b> (April 1996)
<b>3.10.1-12 Alternate III</b>	<b>Changes - Fixed-Price</b> (April 1996)
<b>3.10.1-15</b>	<b>Changes-Construction, Dismantling, Demolition, or Removal of Improvements</b>
(July 1996)	
<b>3.10.1-16</b>	<b>Changes and Changed Conditions</b> (April 1996)
<b>3.10.1-25</b>	<b>Novation and Change-Of-Name Agreements</b> (October 2007)
<b>3.10.2-1</b>	<b>Subcontracts (Fixed-Price Contracts)</b> (April 1996)
<b>3.10.3-1</b>	<b>Definitions</b> (April 2012)
<b>3.10.3-2</b>	<b>Government Property - Basic Clause</b> (April 2012)
<b>3.10.6-1</b>	<b>Termination for Convenience of the Government (Fixed Price)</b> (October 1996)
<b>3.10.6-6</b>	<b>Default (Fixed Price Construction)</b> (October 1996)
<b>3.13-5</b>	<b>Seat Belt Use by Contractor Employees</b> (October 2001)
<b>3.13-13</b>	<b>Contractor Policy to Ban Text Messaging While Driving</b> (January 2011)

**3.2.2.3-41 Performing Work** (July 2004)

The Contractor (you) must perform, using your own organization, work equivalent to at least \_\_\_\_\_ percent [Contracting Officer (CO) insert percent] of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of clause)

**3.2.2.3-71 Commencement, Prosecution, and Completion of Work** (July 2004)

The Contractor (you) must

- (a) begin work under this contract within \_\_\_\_5\_\_\_\_ calendar days after the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than \_\_\_\_90\_\_\_\_ calendar days The time allowed for completion must include final cleanup of the premises.

(End of clause)

### **3.2.2.3-71 Alternate I Starting, Performing and Completing Work (July 2004)**

(d) The completion date assumes that the successful offeror will receive the notice to proceed by \_\_\_\_\_ [Contracting Officer insert date]. The CO will extend the completion date by the number of calendar days after the above date that you receive the notice to proceed, except to the extent that the delay in issuing the notice to proceed results from your failure to execute the contract and give the required performance and payment bonds to FAA within the time specified.

(End of clause)

### **3.3.1-33 Central Contractor Registration (January 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **3.6.2-24 Affirmative Action Compliance Requirements for Construction (October 2010)**

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the last four digits of the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or

origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: \_\_\_\_\_ 13.8% \_\_\_\_\_

Goals for female participation: \_\_\_\_\_ 6.9% \_\_\_\_\_

[Contracting Officer insert goals]

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

(1) Name, address, and telephone number of the subcontractor,

(2) Employer identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.



- (4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.
- (6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.
- (7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.
- (g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).
- (h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.
- (i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
- (k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.
- (l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

### **3.6.2-41                      Employment Eligibility Verification (September 2009)**

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later

(but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only

to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;  
(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or  
(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

(End of clause)

### **3.6.3-12 Asbestos - Free Construction (April 2009)**

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement [CO state due date of statement here related to completion of the project] indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

### **3.6.4-3 Buy American Act - Construction Materials (October 2011)**

(a) The Buy American Act (41 U.S.C. 10) and Executive Order No. 10582, dated December 17, 1954, as amended, provide that the Government give preference to domestic construction material. The restrictions of the Buy American Act do not apply when FAA determines use of a particular domestic construction material: (i) would unreasonably increase the cost; (ii) would be impracticable; or (iii) is not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality. This restriction also does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "none"]

(b) Definitions:

(1) "Components," as used in this clause, means those articles, materials, and supplies incorporated directly into construction materials.

(2) "Construction material," as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

(3) "Domestic construction material," as used in this clause, means (i) an unmanufactured construction material mined or produced in the United States, or (ii) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable shall be treated as domestic.

(c) The Contractor agrees that only domestic construction material must be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in this contract.

(d) Request for determination of inapplicability of the Buy American Act:

(1) Any Contractor request to use foreign construction material in accordance with paragraph(a) of this clause must include adequate information for Government evaluation of the request, including:

(i) A description of the foreign and domestic construction materials;

(ii) Unit of measure;

(iii) Quantity;

(iv) Price;

(v) Time of delivery or availability;

(vi) Location of the construction project;

(vii) Name and address of the proposed supplier; and

(viii) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (a) of this clause.

A request based on unreasonable cost must include a reasonable survey of the market and a completed price comparison table in the format of paragraph (4) below.

The price of construction material must include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

Any Contractor request for a determination submitted after contract award must explain why the Contractor could not reasonably have foreseen the need for such a determination and could not have requested the determination before contract award. If the Contractor does not provide a satisfactory explanation, the Contracting Officer need not make a favorable determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act

(4) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor must include the following information and any applicable supporting data based on the survey of suppliers:

#### FOREIGN AND DOMESTIC MATERIAL PRICE COMPARISON

Construction Material Unit of Measure Quantity Price(\$)\*

Item 1

Foreign Construction Material \_\_\_\_\_

Domestic Construction Material \_\_\_\_\_

Item 2

Foreign Construction Material \_\_\_\_\_

Domestic Construction Material \_\_\_\_\_

(List name, address, phone number, and contact for supplier surveyed. Attach copy of response, if oral, attach summary)

\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

(End of clause)

### **3.14-2 Contractor Personnel Suitability Requirements (January 2011)**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

[To be entered by the CO based on the 1600-77(s) approved by the SSE]

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system ([vap.faa.gov](http://vap.faa.gov)). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);

- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

Regional and Center Contracts:

[CO insert appropriate Regional or Center information here or enter "none" if not applicable]

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

#### **3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (October 2010)**

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and [CO to insert name of local security division or staff and facility management office]. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)



**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

Customer Satisfaction Survey.....Attachment 1

FAA-STD-019e.....Attachment 2

FAA-C-1217F Electrical.....Attachment 3

General Decision Number: CO120004 06/01/2012 CO4.....See Below

General Decision Number: CO120004 06/01/2012 CO4

Superseded General Decision Number: CO20100004

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

**BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
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0	01/06/2012
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1	01/13/2012
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2	01/27/2012
---	------------

3	02/24/2012
---	------------

4	04/06/2012
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5	04/13/2012
---	------------

6	05/18/2012
---	------------

7	06/01/2012
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ASBE0028-001 07/01/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....\$ 30.23		11.53

BRCO0007-001 01/01/2011

	Rates	Fringes
BRICKLAYER.....\$ 22.13		9.89

BRCO0007-005 06/01/2011

	Rates	Fringes
TILE SETTER.....\$ 25.15		9.18

CARP0001-004 05/01/2009

	Rates	Fringes
Carpenters: Acoustical, Drywall Hanging/Framing and Metal Stud, Form Building/Setting.\$ 26.60		8.89

CARP1607-002 06/01/2011

	Rates	Fringes
MILLWRIGHT.....\$ 28.95		10.10

\* ELEC0068-002 06/01/2011

	Rates	Fringes
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**ELECTRICIAN**

(Includes Low Voltage  
Wiring and Installation of  
Fire alarms, Security  
Systems, Telephones,  
Computers and Temperature  
Controls).....\$ 31.60

12.57

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ELEV0025-002 01/01/2012

	Rates	Fringes
Elevator Constructor.....	\$ 39.34	23.535

**FOOTNOTE:**

- a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit.

**PAID HOLIDAYS:** New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

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ENGI0009-003 05/01/2011

	Rates	Fringes
Power equipment operator - crane		
141 tons and over.....	\$ 24.88	9.22
50 tons and under.....	\$ 23.82	9.22
51 to 90 tons.....	\$ 23.97	9.22
91 to 140 tons.....	\$ 24.12	9.22

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IRON0024-001 07/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.80	10.91

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LABO0720-003 05/01/2009

	Rates	Fringes
Laborers:		
Concrete/Mason Tenders.....	\$ 16.52	6.84

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PAIN0079-002 08/01/2010

	Rates	Fringes
Drywall Finisher/Taper		
Hand.....	\$ 18.69	6.11
Tool.....	\$ 19.04	6.11
Painters:.....	\$ 17.99	6.11
PAPERHANGER.....	\$ 18.69	6.11

-----  
PAIN0930-001 01/01/2012

	Rates	Fringes
GLAZIER.....	\$ 27.95	7.28

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PLAS0577-001 08/01/2011

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 23.00	10.75

-----  
PLUM0003-001 01/01/2012

	Rates	Fringes
PLUMBER		
(Excluding HVAC work).....	\$ 32.68	11.44

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PLUM0208-001 01/01/2012

	Rates	Fringes
PIPEFITTER		

(Including HVAC pipe).....\$ 32.60 11.52

SFCO0669-001 04/01/2012

	Rates	Fringes
SPRINKLER FITTER.....	\$ 32.44	18.45

SHEE0009-001 01/01/2011

	Rates	Fringes
Sheet metal worker (Includes HVAC duct and installation of HVAC systems).....	\$ 31.66	10.98

SUCO2001-011 12/20/2001

	Rates	Fringes
Carpenters: All Other Work.....	\$ 16.12	2.84
Ironworkers: Reinforcing.....	\$ 18.49	3.87
Laborers: Brick Finisher/Tender.....	\$ 12.78	1.41
Common.....	\$ 10.62	2.09
Power equipment operators: Mechanic.....	\$ 18.48	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived

from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date. Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## PART IV - SECTION K

**3.1-1**

<http://conwrite.faa.gov>.

(End of clause)

**3.2.5-7**

**Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)**

### 3.6.3-4

### 3.2.2.3-2

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 90 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

### 3.2.2.3-10

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

(country)

(End of provision)

### 3.2.2.3-70

### Taxpayer Identification (July 2004)

#### (a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

#### (c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

#### (d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

#### (e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

### 3.2.2.7-7

### Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

### **3.6.2-5 Certification of Nonsegregated Facilities (March 2009)**

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

#### **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)



**3.6.2-8 Affirmative Action Compliance (April 1996)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**3.6.3-5 Estimate of Percentage of Recovered Material for Designated Items to be Used in the Performance of the Contract (April 2009)**

(a) Definitions. As used in this clause:

(1) "Post consumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post consumer material is a part of the broader category of "recovered material content."

(2) "Recovered material content" means waste materials and by-products which have been recovered or diverted from solid waste including post consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) By signing this offer, the offeror estimates that the total percentage(s) of recovered material for EPA-designated Items (see 40 CFR Part 247) delivered and/or to be used in the products and services provided under the terms and specifications set forth in this screening information request must be as follows:

Item Estimated percentage  
of recovered material content\*

_____	_____
_____	_____
_____	_____

\*In addition, for paper products, include the percentage of post consumer material.

(c) Prospective offerors are cautioned that the Government will conclude that the percentage(s) of recovered material content delivered and/or to be used in products and services provided under any resulting contract will be '0%' if the estimate(s) requested in this solicitation provision are left blank.

(d) Prospective offerors are further cautioned that estimated percentage(s) of recovered material content to be delivered and/or to be used in products and services provided under any resulting contract that are less than the requirements set forth in this solicitation may render a prospective offeror's offer as nonresponsive.

(End of provision)

**3.6.4-18 Certification Regarding Steel and Manufactured Products (April 2009)**

In accordance with 49 USC Section 50101, the offeror/contractor certifies that:

[Check one]

\_\_\_ The steel and manufactured goods, including components and subcomponents provided in accordance with this contract are entirely produced in United States (or deemed United States produced pursuant to International Agreement)

\_\_\_ The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment and final assembly of the facility or equipment has occurred in the United States

(End of provision)

**3.6.4-19****Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification.**

(January 2012)

(a) Definition.

"Person"?

(1) Means?

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

(End of provision)

## **BUSINESS DECLARATION**

- 1 Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_
- 2 Address of Firm: \_\_\_\_\_ DUNS No.: \_\_\_\_\_
- 3 a. Telephone Number of Firm: \_\_\_\_\_ b. Fax Number of Firm: \_\_\_\_\_
- 4 a. Name of Person Making Declaration \_\_\_\_\_
- b. Telephone Number of Person Making Declaration \_\_\_\_\_
- c. Position Held in the Company \_\_\_\_\_
- 5 Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) \_\_\_\_\_ ☐ f. Other (Specify) \_\_\_\_\_
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) \_\_\_\_\_

- 7 Nature of Business (Specify all services/products (NAIC)) \_\_\_\_\_
- 8 (a) Years the firm has been in business \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
- 9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other \_\_\_\_\_
10. Gross receipts of the firm for the last three years:
- |                 |                  |
|-----------------|------------------|
| a.1. Year _____ | b.1. Gross _____ |
| a.2. Year _____ | b.2. _____       |
| a.3. Year _____ | b.3. Gross _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

**I DECLARE THAT THE FOREGOING STATEMENTS  
CONCERNING** \_\_\_\_\_

**ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE  
THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.**

14. a. \_\_\_\_\_ b. Date: \_\_\_\_\_
- Signature \_\_\_\_\_
- c. Typed \_\_\_\_\_ d. Title: \_\_\_\_\_
- Name \_\_\_\_\_

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**3.1-1                                      Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

<b>3.2.2.3-1</b>	<b>False Statements in Offers</b> (July 2004)
<b>3.2.2.3-11</b>	<b>Unnecessarily Elaborate Submittals</b> (July 2004)
<b>3.2.2.3-12</b>	<b>Amendments to Screening Information Requests</b> (July 2004)
<b>3.2.2.3-13</b>	<b>Submission of Information/Documentation/Offer</b> (July 2004)
<b>3.2.2.3-14</b>	<b>Late Submissions, Modifications, and Withdrawals of Submittals</b> (July 2004)
<b>3.2.2.3-16</b>	<b>Restricting, Disclosing and Using Data</b> (July 2004)
<b>3.2.2.3-17</b>	<b>Preparing Offers</b> (July 2004)
<b>3.2.2.3-18</b>	<b>Prospective Offeror's Requests for Explanations</b> (March 2009)
<b>3.2.2.3-19</b>	<b>Contract Award</b> (July 2004)
<b>3.3.1-28</b>	<b>Notice of Progress Payments</b> (November 1997)
<b>3.13-4</b>	<b>Contractor Identification Number - Data Universal Numbering System (DUNS) Number</b> (April 2006)

**3.2.2.3-20                                      Electronic Offers** (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means \_email, thumb drive or compact disk. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to [Darren.odegard@faa.gov](mailto:Darren.odegard@faa.gov) .

(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

**3.2.2.3-63      Site Visit (Construction)** (July 2004)

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: \_\_\_\_\_ Richard Silva \_\_\_\_\_

Address: \_\_\_\_\_ Denver, CO \_\_\_\_\_

Telephone: \_\_\_\_\_ 303-342-1405 \_\_\_\_\_

### **3.2.4-1 Type of Contract (April 1996)**

The FAA contemplates award of a **Firm Fixed Price** contract resulting from this Screening Information Request.

(End of provision)

### **3.9.1-3 Protest (October 2011)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
800 Independence Ave., S.W.  
Room 323  
Washington, DC 20591

Telephone: (202) 267-3290

Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

## **L001. SUBMISSION OF OFFER**

Offeror shall submit **SEPERATE** business and technical proposals on a thumb drive or compact disk. Email will also be accepted. **Note** that file size must be no more than 4.5 megabytes.

An offeror must submit an offer which must include the following:

1. Cover letter stating that no exceptions are taken to any specification requirements or contract terms and conditions, or a detailed summary of all exceptions taken.
2. Signed SOLICITATION, OFFER, AND AWARD form

3. Part I, Section B, PRICE SCHEDULE
4. Part I, Section B, Contractor's Breakdown
5. Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
6. Part IV, Section K, Business Declaration Form
7. Part IV, Section L, Technical Proposal (See Below).

## **L002. TECHNICAL PROPOSAL**

A prospective Offeror must submit a complete technical proposal that encompasses, but is not limited to, the content set forth herein. All proposal areas must be fully addressed.

## **L003. TECHNICAL APPROACH**

Offerors must submit a written technical approach describing how they plan to comply with the design and construction criteria set forth in the Scope of Work.

## **L004. QUALIFICATIONS**

An Offeror must meet the following qualifications in order to be eligible for award:

### **Criteria #1: Past Performance & Experience**

To be considered, you must have successfully completed construction of at least three (3) similar projects in the last three (3) years. Examples of similar type projects would be, but is not limited to, radio transmitter or similar types of communication towers, water tanks, radar towers or emergency escape stairs all in excess of 70 feet.

For each project used to demonstrate that the Offeror meets or exceeds the evaluation criteria, provide at a minimum, the following information:

- a) Project title, description and contract number
- b) Client names, business address, phone numbers, and contact person
- c) Dollar value
- d) Scope of work performed
- e) Performance period (i.e. dates and number of calendar days)
- f) Percentages of work subcontracted and nature of that work
- g) Any contractual issues or technical matters disputed, and resolution thereof.
- h) Any claims and resolution thereof (i.e., nature, number, dollar value).
- i) Any relevant information that would reflect on the Offeror's ability to meet schedule constraints.
- j) Any other pertinent information

### **Criteria #2: Key Personnel**

Project Superintendent must have completed at least one (1) project of similar size and scope in each of the last three (3) years.

**Criteria #3: AIRPORT EXPERIENCE**

This project is located near active runways, within the Airport Operating Area (AOA), at the Denver International Airport. As such, the successful Offeror must have experience working in the AOA on a large airport; at least one (1) time in the last three years.

**Criteria #4: CUSTOMER SURVEY**

**\*\*Past Performance Surveys** - submitted by third (3<sup>rd</sup>) party references (See Attached Form, Section J).

For each of the projects that are submitted under Criteria #1 above, have the customer complete the attached Customer Satisfaction Survey Form. Survey must be completed and returned directly to the Contracting Officer via email (preferred) or fax.

**L005. SOLICITATION QUESTIONS**

If you need a clarification or interpretation of anything in this solicitation, you must submit your request in writing. Any such request must be submitted at least five (5) calendar days prior to the proposal due date. Submit your request to the Federal Aviation Administration, Attn: Darren Odegard, Contract Officer, 1601 Lind Avenue S.W., Renton WA 98057 or Darren.Odegard@faa.gov. **Telephone requests will not be accepted.** The offer shall provide an address, telephone and FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

**L006. SUBMISSION OF PROPOSAL**

Mail or hand-carry proposal to:

Federal Aviation Administration  
Attn: Darren Odegard  
1601 Lind Ave. S.W.  
Renton WA 98057

**PROPOSALS ARE DUE NO LATER THAN 4:00 PM PDT ON JULY 23, 2012. THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS!**



**PART IV - SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**M001. EVALUATION FACTORS FOR AWARD**

The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions, and represents the best value to the Government, which in this instance will be the lowest priced technically acceptable offer. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility. A negative response is required in the event of no experience for a particular area, or for any item that is not applicable. Any omission, partial, or vague responses may lead to the rejection of the offeror's proposal without discussions with offeror. The government reserves the right to use and evaluate any and all available information pertinent to any offeror and its subcontractors, in addition to the data incorporated in the submitted technical proposal, and which may be related to performance periods beyond the last three (3) years. **The Government will award the contract to the lowest priced technically acceptable offer.**

**M002. EVALUATION CRITERIA**

Prospective Offerors are required to submit a technical proposal as discussed herein. Proposals will be technically evaluated as either "Acceptable" or "Unacceptable" on the basis of the following criteria. Any proposal determined to be "Unacceptable" in any evaluated area, criteria, or sub-element thereof, will render the entire proposal to be unacceptable and therefore rejected from further consideration.

1. Past Performance & Experience
2. Key Personnel
3. Airport Experience
4. Technical Proposal
5. Past Performance Survey

**M003. CONSIDERATION OF PRICE**

The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the lowest priced technically acceptable offer.

## Past Performance Survey Questionnaire

Survey ID **DIA ASDE**

To:

.....  
*(Name of person completing survey)*

Phone:

Fax:

Subject: Past Performance Survey of:

.....  
*(Name of Company)*

.....  
*(Name of Individuals)*

The Federal Aviation Administration (FAA) is pursuing a firm for the design and construction of an access stair for the ASDE at the Denver International Airport. As part of the contracting process, we are collecting past performance information on firms and their key personnel. The information will be used to assist the FAA in the selection of a firm to complete the design. You have been listed as a past performance reference. We would appreciate your taking the time to complete this survey.

*Rate each of the criteria on a scale of 1 to 5, with 5 representing that you were very satisfied (and would hire the firm again) and 1 representing that you were very unsatisfied (and would never hire the firm again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.*

Reference Name:

Project Name:

Completion Date:

NO	CRITERIA	UNIT	
1	Ability to manage the project cost (minimize change orders)	(1-5)	
2	Ability to maintain project schedule (complete on-time or early)	(1-5)	
3	Amount and reasonableness of change orders.	(1-5)	
4	Professionalism and ability to manage (includes design comment responses and prompt payment to suppliers and subcontractors)	(1-5)	
5	Close out process (no punch list upon turnover, warranties, as-builts, operating manuals, tax clearance, etc. submitted promptly)	(1-5)	
6	Communication, explanation of risk, and documentation	(1-5)	
7	Ability to follow the clients rules, regulations, and requirements (building codes, customer specific policy etc...)	(1-5)	
8	Overall customer satisfaction.	(1-5)	

**Please e-mail the completed survey directly to the undersigned, no later than the submittal due date, at [Darren.odegard@faa.gov](mailto:Darren.odegard@faa.gov) or send via fax to 425-227-1055 . Thank you for your assistance.**

Darren Odegard  
 Federal Aviation Administration – Contracting Officer